

SERIAL 03236 - IGA Vehicles – Administrative Passenger AZ State Contract AD040001

DATE OF LAST REVISION: November 15, 2005 CONTRACT END DATE: October 31, 2006

CONTRACT PERIOD BEGINNING NOVEMBER 25, 2003
ENDING ~~OCTOBER 31, 2004~~
~~OCTOBER 31, 2005~~
OCTOBER 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VEHICLES, ADMINISTRATIVE PASSENGER**
AZ STATE CONTRACT AD040001

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract **AD040001**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0700053.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Contract Summary

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

CONTRACT NO.: AD040001 - 001

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VENDOR: Midway Chevrolet

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CONTRACT NUMBER: AD040001 - 001

CONTRACT TITLE: Vehicles - Administrative Passenger

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: November 01, 2003

THRU: October 31, 2004

CONTRACTOR: Midway Chevrolet

CONTACT NAME : Tim Herrle

ADDRESS: PO Box 42990

Phoenix, AZ 85080

TELEPHONE: 602 866-0102

FAX NUMBER: 602 375-6393

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Pete Mahnke

TELEPHONE: 602 542-9121

F.O.B. TERMS: FOB Delivered

DELIVERY: See Special Terms and Conditions under 'Delivery'

PAYMENT TERMS: Net 30 Days



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1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *“Contractor”* means any person who has a Contract with the State.

1.5 *“Days”* means calendar days unless otherwise specified.

1.6 *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *“State Fiscal Year”* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;



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- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.



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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes



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5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and



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2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.



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9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration



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The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

The State shall make payment only to the awarded contractor No assignments shall be accepted without prior approval. See Uniform Terms and Conditions, par. 5.3.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the Offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the Offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Term of Contract (One Year)



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The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Note: All vehicles must be ordered using either the state fleet identification number (FIN) or their own assigned fleet identification numbers.

Order Acknowledgment

An acknowledgment of order shall be issued to each agency or political subdivision by the contractor(s) within 14 days of receipt of an order.

The vendor is responsible for notifying the ordering agency of options that may be deleted from the original specification when upgrades are made to the contract specification.

This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract. (Reference clause "Cancellation").

State Fleet Managers will insure that all vehicle purchases by State Fleets, Universities and Community Colleges are approved prior to the order submittal to the contractor by the ADOA Fleet Coordinator, Mr. Bill Hernandez, 100 North 15th Avenue, Suite 402, Phoenix, AZ 85007. Mr. Hernandez may be reached at (602) 364-2872.

Outright Purchase

The successful contractor(s) shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement.

Title shall transfer to the ordering entity at the time of acceptance, or when the vehicle(s) is accepted at the user's site.

Delivery

A. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire.

B. All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M. Successful bidder(s) shall be required to give the ordering agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

C. All vehicles shall be delivered with 4 full sets of keys and full tank(s) of fuel, less delivery fuel.

D. The following documents shall be provided upon delivery of the vehicle(s):

1. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement;
2. Warranty Document;
3. Manufacturers unaltered invoice;
4. The retail price label must be affixed to the window of all vehicles delivered.
5. Delayed warranty / in service start request form (if requested by ordering entity).

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona



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Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION - A.R.S. ^a 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. ^a 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

State agencies eligible by law to purchase vehicles through any contract awarded from this solicitation (Ref. ARS 41-803):

Department of Administration
Department of Corrections
Department of Public Safety
Department of Transportation
Department of Economic Security
AZ State Schools for the Deaf and the Blind
Department of Game and Fish
AHCCCS
State Compensation Fund
Universities and Community Colleges

Estimated Quantities (General)

The original solicitation referenced quantities as a general indication of the needs of the state. The state anticipates considerable activity from contracts awarded as a result of the solicitation; however, the quantities shown were estimates only and the state makes no commitment concerning quantities actually acquired.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:



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1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Maintenance (Local)



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In order to assure that the contract will provide the necessary maintenance support required for the equipment specified, each contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The State Procurement Office may inspect the maintenance facilities to determine adequacy.

Non-Exclusive Contract

This contract is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Order Guides

Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by any State agency or eligible political subdivision.

Pricing

Contract line items include a listing of proposed contract prices for models included within each item, computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floorplan amounts)

1. for Daimler Chrysler vehicles, the base vehicle price shown in the "Factory Wholesale Price" column on fleet invoices.
2. for Ford vehicles, the total Dealer Invoice price as shown on the net fleet invoice which itemizes credits for "SP DLR ACCT ADJ" and "SP FLT ACCT CR".
3. for General Motors vehicles, the "ACT 231" or "ACT 237" price shown on fleet invoices.
4. For Toyota vehicles, the net price shown on fleet invoices, less the credit for "fleet assistance" (duplicates the bid assistance shown in the Total Bid Amount).

Plus factory to dealer destination charge,

Plus/Minus the Bid Amount which consists of Manufacturer's bid assistance, other available concessions or incentives and dealer margin,

Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed below.

The total of above items shall be the proposed contract price. This price shall be based on the vehicle being ordered from the factory.

The State reserves the right to reconfigure vehicle pricing to correct math errors or by adding or deleting options as outlined under "Vehicle Contracts/Phase I and Phase II" in Special Terms and Conditions, or to delete items or models if inclusion in the contract is determined not to be in the best interest of the State.

The contract price shall be firm for the contract period, subject to the provisions in Phase II of the contract, listed in Special Terms and Conditions.

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) sets of keys and full tank of fuel, less delivery fuel. Bidders are required to indicate the delivery costs for each county outside of the Phoenix area on SPO Form 206, Price Sheet. This will be an added cost to the contract price.

Vehicle Equipment Requirements:

All contract prices shall include the following minimum equipment:

1. All standard factory equipment
2. Automatic transmission
3. Air conditioning
4. Cloth seats – all seats



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If a new model year of a contract vehicle becomes available during the contract period, the contractor may request that the profit amount and bid assistance amounts for the existing contract vehicle be applied to the Triple Net Invoice price of the new model year vehicle in order to determine the new contract price, which shall be firm for the balance of the contract period, subject to the provisions in Phase II of the contract listed in Special Terms and Conditions. The State Procurement Office shall determine whether the inclusion of the new model year into the existing contract or an alternate option is in the best interest of the State.

Vehicle Contracts Phase I and Phase II (including Purchases from Stock)

The State of Arizona will continue to have two phase contracts for vehicles. The intent of the two phase contract is to allow state agencies and political sub-divisions vehicle contract coverage for a full twelve (12) month period.

Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades which may be purchased during the term of the contract shall be priced from the "Invoice" column of the Kelley Blue Book, New Price Manual for current models. The prices used shall be from the current publication of the Kelley Blue Book that includes the vehicle in question. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. All prices which are stated in the Kelley Blue Book New Price Manual shall be considered correct unless otherwise documented in writing to ordering entity for review and approval. If pricing is not available for the Kelley Blue Book for options at the time of order, then dealer invoice shall prevail and shall be submitted to the ordering agency. The dealers invoice shall be unaltered to include original pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency

Vehicle Pricing - Phase II or Purchases from Stock

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

State agencies and political subdivisions have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/powertrain combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Price Adjustments (Annual)

The State Procurement Office may review a fully documented request for a price increase based on annual OEM model year change only at the time of contract extension. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered, i.e. the contractor shall demonstrate that factory bid assistance is no less than, and dealer profit is no greater than those used by the contractor in the original submission of their bid.

All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase (thirty (30) day advance notice is required to allow the State sufficient time to make a fair and equitable determination to any such requests).



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The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Special Paint Requirement

There may be a requirement for special paint for some fleet vehicles, i.e., special highway yellow and special agency fleet colors. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement.

Contractors have indicated on the Questionnaire if there are quantity requirements or an additional cost for special fleet colors. If no information is entered on the Questionnaire, it will be understood that there is no quantity requirement or additional cost.

Special Title Requirement

There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering agency. The state has programs that require equipment purchased from special funds be returned to the state's communities. These purchases will be made for authorized political subdivisions.



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Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each 6-month period of the contract term.

Vehicle Cloth Seats

Dealer installed cloth inserts will be acceptable in place of manufacturer installed cloth seats provided the fabric used is of automotive grade, and installation is performed at a standard equal to or exceeding that performed at a standard equal to or exceeding that performed by the manufacturer. Fabric types and colors used shall coordinate with original OEM standard for the vehicle specified.

Vehicle Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any vehicle.

Vehicle Deficiency Response

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle Documentation

The contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery

Vehicle Extended Warranties

Warranties and service contracts may be offered as optional items where indicated on Price Sheets. These items are optional and justification for these costs is at the discretion of the ordering agency.

The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs will not be charged more than one deductible per visit, even if more than one component is repaired.

1. Characteristics: Major components that shall be covered by the extended warranty contract:

A. Engine - Cylinder block, heads, all internal lubricated parts, manifolds, timing gear and chain or belt, flywheel, valve covers, oil pan, timing chain cover, oil pump, seals and gaskets, water pump, fuel pump, tank, line and radiator.

*Not included are the carburetion and gasoline or diesel fuel injection components.

B. Transmission - Transmission case and all internal parts, including torque converter, transfer case, seals and gaskets.

C. Rear wheel drive - Drive axle housing, including all internal parts, universal joints, axle shafts, wheel bearings and retainers, seals, gaskets, drive shaft, and constant velocity joints.

D. Steering - Power steering pump, cooler and lines. Manual and power steering gear housing (and all internal parts), linkages, control valve and cylinder, main and intermediate steering shafts and couplings.

E. Front suspension - McPherson struts, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindle and spindle supports, stabilizer shaft, linkage and bushings.



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*Not included are front end alignment, wheel balance, and the replacement of shock absorbers.

F. Brakes - Master cylinder, power booster, calipers and wheel cylinders, combination valve, all lines and fittings, backing plates, springs, clips and retainers, self adjusters, parker brake linkage, cables and anti-lock brake components.

*Excludes linings, pads, drums, and rotors (except when required in conjunction with a repair to a covered part).

G. Air conditioning - Compressor and compressor seals, condenser evaporator, clutch, pulley and heater blower.

H. Electrical - Alternator, starter motor, voltage regulator, wiper motors, electronic ignition module, manually operated switches, heated backglass and wiring harnesses.

I. Other - Power windows, components and cruise control.

J. Towing expenses.

2. PLEASE NOTE: The above referenced extended warranty package of 60 or 72 month and/or 100,000 miles may be offered as an "option." Contractors may also offer 36 month and/or 36,000 miles and 48 month and/or 48,000 miles Service Agreements in the areas provided on the Price Sheets.

If extended warranties are offered, contractors have indicated on Questionnaire if such warranties apply to law enforcement users. If there is no indication made, it shall be understood that the extended warranties do apply to law enforcement users.

Vehicle Federal Excise Tax Exemption

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user will report such facts to the vendor.

Vehicle Fluid Requirements

Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements. i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.

Tires

All spare tires and wheels shall be factory supplied, or if dealer installed, match the OEM tires and wheels contained on the vehicle.

Waste tire fee - As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed \$1.00 for each new tire contained on or in the new vehicle regardless of size.

Vehicle/Equipment Inspection

Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Each vehicle delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if delivery is for 10 vehicles or less. When delivery exceeds 10 vehicles per day, there will be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle In-Service Notification



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Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor or manufacturer in writing of the actual in-service date, on forms to be provided for such purpose upon request by agency. All vehicles must be placed in service within six (6) months of delivery.

Vehicle New and Current Models

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public.

Vehicle Optional Equipment

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

Vehicle Safety Enhancements

All vehicles purchased under this contract shall be equipped with the latest OEM safety enhancements available at the time of delivery. The contractor shall provide and retrofit all vehicles purchased under this contract with vehicle safety enhancements that become available by the OEM on production models after initial vehicle purchase. Such retrofits, as made available by the OEM, shall be performed at no cost to the State or shall be made at no more than the optional cost on then current production models.

Vehicle Recall Notices

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number.

Vehicle Service Requirements

All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

Servicing shall include:

- A. Complete Lubrication
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Full tank(s) of fuel, less delivery fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

Vehicle Shop Manuals

The successful bidder shall provide order forms for shop manuals to requesting agencies. Each individual agency shall be responsible for all standard costs.

Warranty (Vehicles)



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All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated where indicated on Attachment A (SPO form 204).

State Contract Show Availability

Statewide contractors are eligible to participate in an exhibition of products and services for state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.



Price Sheet

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For the goods and services specified herein, the following apply:

- If payment is made within 0 calendar days after acceptance of goods and/or services, the contract price, excluding sales tax, shall be discounted by 0%. (Refer to Uniform Terms and Conditions, paragraph 4.1)
- Transaction Privilege (Sales) Tax Percent: 8.1%. (See Uniform Instructions to Offerors, paragraphs 3.11)

Line No.	Description	Est Qty
1	<p>Vehicle, Delivery Cost</p> <p>Bidders shall enter the per vehicle delivery costs for each county listed below. This charge is an optional added cost to the contract price.</p> <p>Maricopa County (Outside 60 mile radius of Phoenix) \$70.00</p> <p>Apache \$175.00</p> <p>Cochise \$150.00</p> <p>Coconino \$150.00</p> <p>Gila \$135.00</p> <p>Graham \$135.00</p> <p>Greenlee \$150.00</p> <p>La Paz \$135.00</p> <p>Mohave \$175.00</p> <p>Navajo \$175.00</p> <p>Pima \$130.00</p> <p>Pinal \$115.00</p> <p>Santa Cruz \$130.00</p> <p>Yavapai \$125.00</p> <p>Yuma \$155.00</p>	



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VENDOR: Midway Chevrolet

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Chevrolet Cavalier

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 1JC69 equipped per Vehicle Requirements: \$(4500.00)

State amount and type of other available incentives or concessions VQ2, VG2 \$ (241.28)

Dealer margin (per Special Instructions) \$ (45.11)

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(4786.39)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$1770

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2025

Service Agreement 36 mo. /36,000 mi. \$595.00

Service Agreement 60 mo. /100,000 mi. \$N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Chevrolet Cavalier - 2.2L 4 cyl. 4 Door - 1JC69 \$9409.84

3

Chevrolet Classic (Previous Malibu)

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 1ND69 equipped per Vehicle Requirements: \$(5500.00)

State amount and type of other available incentives or concessions VQ2, VG2 \$ (329.49)

Dealer margin (per Special Instructions) \$ (50.53)

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(5880.02)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$1970

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2270

Service Agreement 36 mo. /36,000 mi. \$595

Service Agreement 60 mo. /100,000 mi. \$N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Chevrolet Classic – 2.2 L 4 cyl. 4 Door - 1ND69 \$11343.16



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Chevrolet Malibu

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 1ZS69 equipped per Vehicle Requirements: \$(4500.00)

State amount and type of other available incentives or concessions \$ (328.38)

Dealer margin (per Special Instructions) \$ (50.53)

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(4878.91)

Does above bid assistance amount apply to all models and power teams covered by this item? No.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$1970

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2270

Service Agreement 36 mo. /36,000 mi. \$595

Service Agreement 60 mo. /100,000 mi. \$N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Chevrolet Malibu Base– 2.2 L 4 cyl. 4 Door – 1ZS69 \$12003.54

Chevrolet Malibu Fleet – 3.5 L 6 cyl. 4 Door – 1ZS69/1SF \$13308.54

Chevrolet Malibu Maxx Fleet –3.5 L 6 cyl. 5 Door – 1ZS68 Not Included \$NOT AVAILABLE

5

Chevrolet Monte Carlo

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 1WW27 equipped per Vehicle Requirements: \$(3500.00)

State amount and type of other available incentives or concessions VQ2, VG2 \$ (333.39)

Dealer margin (per Special Instructions) \$ (44.53)

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(3877.92)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$2105

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2435

Service Agreement 36 mo. /36,000 mi. \$595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Chevrolet Monte Carlo LS - 3.4L 6 cyl. LS 2 Door - 1WW27 \$15513.11



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Pontiac Grand Am

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 2NE69 equipped per Vehicle Requirements: \$(5500.00)

State amount and type of other available incentives or concessions VQ2, VG2 \$ (295.58)

Dealer margin (per Special Instructions) \$ 106.89

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(5688.69)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$1970

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2270

Service Agreement 36 mo. /36,000 mi. \$ 595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Pontiac Grand Am - 2.2L 4 cyl. SE 4 Door - 2NE69 \$10774.26

Pontiac Grand Am - 3.4L 6 cyl. SE1 4 Door - 2NF69 \$12500.01

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Pontiac Grand Prix

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 2WP69 equipped per Vehicle Requirements: \$(5000.00)

State amount and type of other available incentives or concessions \$ (342.62)

Dealer margin (per Special Instructions) \$ 105.89

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(5236.73)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$2105

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2435

Service Agreement 36 mo. /36,000 mi. \$ 595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Pontiac Grand Prix - 3.8L 6 cyl. GT1 4 Door - 2WP69 \$14655.87



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Pontiac Bonneville

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 2HX69 equipped per Vehicle Requirements: \$(3500.00)

State amount and type of other available incentives or concessions \$ 0

Dealer margin (per Special Instructions) \$ 140.00

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(3360.00)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$2105

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2435

Service Agreement 36 mo. /36,000 mi. \$ 595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Pontiac Bonneville - 3.8L 6 cyl. SE 4 Door - 2HX69 \$21122.83

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Buick Century

3 ea

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 4WS69 equipped per Vehicle Requirements: \$(6500.00)

State amount and type of other available incentives or concessions VQ2, VG2 \$ (369.39)

Dealer margin (per Special Instructions) \$ 196.47

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(6672.92)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$1970

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2270

Service Agreement 36 mo. /36,000 mi. \$ 595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Buick Century - 3.1L 6 cyl. 4 Door - 4WS69 \$13032.28



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11	<p>Buick Regal</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model 4WB69 equipped per Vehicle Requirements: \$(5500.00)</p> <p>State amount and type of other available incentives or concessions VQ2, VG2 \$ (338.39)</p> <p>Dealer margin (per Special Instructions) \$ 179.47</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(5658.92)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes.</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$2105</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2435</p> <p>Service Agreement 36 mo. /36,000 mi. \$ 595</p> <p>Service Agreement 60 mo. /100,000 mi. \$ N/A</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Buick Regal - 3.8L 6 cyl. LS 4 Door - 4WB69 \$16449.06</p>	4 ea
12	<p>Buick LeSabre</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model 4HP69 equipped per Vehicle Requirements: \$(4500.00)</p> <p>State amount and type of other available incentives or concessions \$ (388.47)</p> <p>Dealer margin (per Special Instructions) \$ 84.49</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(4764.00)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes.</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$2105</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2435</p> <p>Service Agreement 36 mo. /36,000 mi. \$ 595</p> <p>Service Agreement 60 mo. /100,000 mi. \$ N/A</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Buick Le Sabre - 3.8L 6 cyl. Custom 4 Door - 4HP69 \$18745.33</p>	5 ea



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Vehicle - Other Administrative Passenger

State Make and Model Pontiac Vibe

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for base model equipped per Vehicle Requirements: \$(2500.00)

State amount and type of other available incentives or concessions VQ2, 1AA \$ (251.05)

Dealer margin (per Special Instructions) \$ 238.89

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(2512.16)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$1970

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2270

Service Agreement 36 mo. /36,000 mi. \$ 595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Make and Model Pontiac Vibe 2SL26 \$13597.77

23

Vehicle - Other Administrative Passenger

State Make and Model Pontiac Aztec

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for base model equipped per Vehicle Requirements: \$(4000.00)

State amount and type of other available incentives or concessions VQ2, V2G \$ (378.38)

Dealer margin (per Special Instructions) \$ 176.45

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(4201.93)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$ 0/Ded. \$2105

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$ 0/Ded. \$2435

Service Agreement 36 mo. /36,000 mi. \$ 595

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Make and Model Pontiac Aztec 2BK46 \$15028.65



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QUESTIONNAIRE

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VENDOR: Midway Chevrolet

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VEHICLE WARRANTIES AND SERVICE AGREEMENTS

Manufacturers Standard New Vehicle Warranty:

Bidders shall indicate below the manufacturer's standard new vehicle warranty:

36 MONTHS OR 36,000 MILES

Extended Warranties (Optional):

Bidders shall indicate the name/type of extended warranty offered:

GM MAJORGUARD

Length of Warranty (60 or 72 months and/or 100,000 miles): 60 MONTHS OR 100,000
72 MONTHS OR 100,000

Extended Warranty Deductible: The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the specified deductible of \$ 0 per eligible repair visit. Covered repairs will never exceed the deductible amount per visit, even if more than one component is repaired.

Bidders shall indicate Manufacturer's Standard New Vehicle Service Agreement (Optional):

GM SMARTCARE 36 MONTHS OR 36,000 MILES

Bidders shall indicate Manufacturer's Extended New Vehicle Service Agreement (Optional):

N/A FOR TERM REQUESTED

Bidders shall indicate if extended warranty is applicable to law enforcement users. YES _____ NO ☒

SPECIAL PAINT REQUIREMENTS (see Special Terms & Conditions)

Special Paint Quantity order requirement

NOT AVAILABLE

Special Paint cost per unit

\$ N/A

CUSTOMER SERVICE CONTACT INFORMATION:

Customer Service Contact Name: Jamie Cox

Direct Phone No.: (602) 760-3565 Fax No.: (602) 760-3325

E-mail:

End of Contract AD040001-001 Document



Contract Summary

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VENDOR: Courtesy Chevrolet

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CONTRACT NUMBER: AD040001 - 002

CONTRACT TITLE: Vehicles - Administrative Passenger

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: November 01, 2003

THRU: October 31, 2004

CONTRACTOR: Courtesy Chevrolet

CONTACT NAME : Joe Pfeffer

ADDRESS: 1233 E Camelback Rd

Phoenix, AZ 85014

TELEPHONE: 602 279-3232

FAX NUMBER: 602 263-9022

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Pete Mahnke

TELEPHONE: 602 542-9121

F.O.B. TERMS: FOB Delivered

DELIVERY: See Speical Terms and Conditions under 'Delivery'

PAYMENT TERMS: Net 30 Days



Uniform Terms and Conditions

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1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;



Uniform Terms and Conditions

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- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.



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VENDOR: Courtesy Chevrolet

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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes



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5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and



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2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.



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9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration



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The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

The State shall make payment only to the awarded contractor No assignments shall be accepted without prior approval. See Uniform Terms and Conditions, par. 5.3.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the Offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the Offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Term of Contract (One Year)



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The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Note: All vehicles must be ordered using either the state fleet identification number (FIN) or their own assigned fleet identification numbers.

Order Acknowledgment

An acknowledgment of order shall be issued to each agency or political subdivision by the contractor(s) within 14 days of receipt of an order.

The vendor is responsible for notifying the ordering agency of options that may be deleted from the original specification when upgrades are made to the contract specification.

This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract. (Reference clause "Cancellation").

State Fleet Managers will insure that all vehicle purchases by State Fleets, Universities and Community Colleges are approved prior to the order submittal to the contractor by the ADOA Fleet Coordinator, Mr. Bill Hernandez, 100 North 15th Avenue, Suite 402, Phoenix, AZ 85007. Mr. Hernandez may be reached at (602) 364-2872.

Outright Purchase

The successful contractor(s) shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement.

Title shall transfer to the ordering entity at the time of acceptance, or when the vehicle(s) is accepted at the user's site.

Delivery

A. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire.

B. All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M. Successful bidder(s) shall be required to give the ordering agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

C. All vehicles shall be delivered with 4 full sets of keys and full tank(s) of fuel, less delivery fuel.

D. The following documents shall be provided upon delivery of the vehicle(s):

1. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement;
2. Warranty Document;
3. Manufacturers unaltered invoice;
4. The retail price label must be affixed to the window of all vehicles delivered.
5. Delayed warranty / in service start request form (if requested by ordering entity).

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona



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Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION - A.R.S. ^a 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. ^a 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

State agencies eligible by law to purchase vehicles through any contract awarded from this solicitation (Ref. ARS 41-803):

Department of Administration
Department of Corrections
Department of Public Safety
Department of Transportation
Department of Economic Security
AZ State Schools for the Deaf and the Blind
Department of Game and Fish
AHCCCS
State Compensation Fund
Universities and Community Colleges

Estimated Quantities (General)

The original solicitation referenced quantities as a general indication of the needs of the state. The state anticipates considerable activity from contracts awarded as a result of the solicitation; however, the quantities shown were estimates only and the state makes no commitment concerning quantities actually acquired.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:



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1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Maintenance (Local)



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In order to assure that the contract will provide the necessary maintenance support required for the equipment specified, each contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The State Procurement Office may inspect the maintenance facilities to determine adequacy.

Non-Exclusive Contract

This contract is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Order Guides

Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by any State agency or eligible political subdivision.

Pricing

Contract line items include a listing of proposed contract prices for models included within each item, computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floorplan amounts)

1. for Daimler Chrysler vehicles, the base vehicle price shown in the "Factory Wholesale Price" column on fleet invoices.
2. for Ford vehicles, the total Dealer Invoice price as shown on the net fleet invoice which itemizes credits for "SP DLR ACCT ADJ" and "SP FLT ACCT CR".
3. for General Motors vehicles, the "ACT 231" or "ACT 237" price shown on fleet invoices.
4. For Toyota vehicles, the net price shown on fleet invoices, less the credit for "fleet assistance" (duplicates the bid assistance shown in the Total Bid Amount).

Plus factory to dealer destination charge,

Plus/Minus the Bid Amount which consists of Manufacturer's bid assistance, other available concessions or incentives and dealer margin,

Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed below.

The total of above items shall be the proposed contract price. This price shall be based on the vehicle being ordered from the factory.

The State reserves the right to reconfigure vehicle pricing to correct math errors or by adding or deleting options as outlined under "Vehicle Contracts/Phase I and Phase II" in Special Terms and Conditions, or to delete items or models if inclusion in the contract is determined not to be in the best interest of the State.

The contract price shall be firm for the contract period, subject to the provisions in Phase II of the contract, listed in Special Terms and Conditions.

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) sets of keys and full tank of fuel, less delivery fuel. Bidders are required to indicate the delivery costs for each county outside of the Phoenix area on SPO Form 206, Price Sheet. This will be an added cost to the contract price.

Vehicle Equipment Requirements:

All contract prices shall include the following minimum equipment:

1. All standard factory equipment
2. Automatic transmission
3. Air conditioning
4. Cloth seats – all seats



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If a new model year of a contract vehicle becomes available during the contract period, the contractor may request that the profit amount and bid assistance amounts for the existing contract vehicle be applied to the Triple Net Invoice price of the new model year vehicle in order to determine the new contract price, which shall be firm for the balance of the contract period, subject to the provisions in Phase II of the contract listed in Special Terms and Conditions. The State Procurement Office shall determine whether the inclusion of the new model year into the existing contract or an alternate option is in the best interest of the State.

Vehicle Contracts Phase I and Phase II (including Purchases from Stock)

The State of Arizona will continue to have two phase contracts for vehicles. The intent of the two phase contract is to allow state agencies and political sub-divisions vehicle contract coverage for a full twelve (12) month period.

Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades which may be purchased during the term of the contract shall be priced from the "Invoice" column of the Kelley Blue Book, New Price Manual for current models. The prices used shall be from the current publication of the Kelley Blue Book that includes the vehicle in question. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. All prices which are stated in the Kelley Blue Book New Price Manual shall be considered correct unless otherwise documented in writing to ordering entity for review and approval. If pricing is not available for the Kelley Blue Book for options at the time of order, then dealer invoice shall prevail and shall be submitted to the ordering agency. The dealers invoice shall be unaltered to include original pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency

Vehicle Pricing - Phase II or Purchases from Stock

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

State agencies and political subdivisions have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/powertrain combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Price Adjustments (Annual)

The State Procurement Office may review a fully documented request for a price increase based on annual OEM model year change only at the time of contract extension. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered, i.e. the contractor shall demonstrate that factory bid assistance is no less than, and dealer profit is no greater than those used by the contractor in the original submission of their bid.

All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase (thirty (30) day advance notice is required to allow the State sufficient time to make a fair and equitable determination to any such requests).



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The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Special Paint Requirement

There may be a requirement for special paint for some fleet vehicles, i.e., special highway yellow and special agency fleet colors. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement.

Contractors have indicated on the Questionnaire if there are quantity requirements or an additional cost for special fleet colors. If no information is entered on the Questionnaire, it will be understood that there is no quantity requirement or additional cost.

Special Title Requirement

There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering agency. The state has programs that require equipment purchased from special funds be returned to the state's communities. These purchases will be made for authorized political subdivisions.



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Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each 6-month period of the contract term.

Vehicle Cloth Seats

Dealer installed cloth inserts will be acceptable in place of manufacturer installed cloth seats provided the fabric used is of automotive grade, and installation is performed at a standard equal to or exceeding that performed at a standard equal to or exceeding that performed by the manufacturer. Fabric types and colors used shall coordinate with original OEM standard for the vehicle specified.

Vehicle Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any vehicle.

Vehicle Deficiency Response

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle Documentation

The contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery

Vehicle Extended Warranties

Warranties and service contracts may be offered as optional items where indicated on Price Sheets. These items are optional and justification for these costs is at the discretion of the ordering agency.

The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs will not be charged more than one deductible per visit, even if more than one component is repaired.

1. Characteristics: Major components that shall be covered by the extended warranty contract:

A. Engine - Cylinder block, heads, all internal lubricated parts, manifolds, timing gear and chain or belt, flywheel, valve covers, oil pan, timing chain cover, oil pump, seals and gaskets, water pump, fuel pump, tank, line and radiator.

*Not included are the carburetion and gasoline or diesel fuel injection components.

B. Transmission - Transmission case and all internal parts, including torque converter, transfer case, seals and gaskets.

C. Rear wheel drive - Drive axle housing, including all internal parts, universal joints, axle shafts, wheel bearings and retainers, seals, gaskets, drive shaft, and constant velocity joints.

D. Steering - Power steering pump, cooler and lines. Manual and power steering gear housing (and all internal parts), linkages, control valve and cylinder, main and intermediate steering shafts and couplings.

E. Front suspension - McPherson struts, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindle and spindle supports, stabilizer shaft, linkage and bushings.



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*Not included are front end alignment, wheel balance, and the replacement of shock absorbers.

F. Brakes - Master cylinder, power booster, calipers and wheel cylinders, combination valve, all lines and fittings, backing plates, springs, clips and retainers, self adjusters, parker brake linkage, cables and anti-lock brake components.

*Excludes linings, pads, drums, and rotors (except when required in conjunction with a repair to a covered part).

G. Air conditioning - Compressor and compressor seals, condenser evaporator, clutch, pulley and heater blower.

H. Electrical - Alternator, starter motor, voltage regulator, wiper motors, electronic ignition module, manually operated switches, heated backglass and wiring harnesses.

I. Other - Power windows, components and cruise control.

J. Towing expenses.

2. PLEASE NOTE: The above referenced extended warranty package of 60 or 72 month and/or 100,000 miles may be offered as an "option." Contractors may also offer 36 month and/or 36,000 miles and 48 month and/or 48,000 miles Service Agreements in the areas provided on the Price Sheets.

If extended warranties are offered, contractors have indicated on Questionnaire if such warranties apply to law enforcement users. If there is no indication made, it shall be understood that the extended warranties do apply to law enforcement users.

Vehicle Federal Excise Tax Exemption

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user will report such facts to the vendor.

Vehicle Fluid Requirements

Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements. i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.

Tires

All spare tires and wheels shall be factory supplied, or if dealer installed, match the OEM tires and wheels contained on the vehicle.

Waste tire fee - As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed \$1.00 for each new tire contained on or in the new vehicle regardless of size.

Vehicle/Equipment Inspection

Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Each vehicle delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if delivery is for 10 vehicles or less. When delivery exceeds 10 vehicles per day, there will be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle In-Service Notification



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Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor or manufacturer in writing of the actual in-service date, on forms to be provided for such purpose upon request by agency. All vehicles must be placed in service within six (6) months of delivery.

Vehicle New and Current Models

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public.

Vehicle Optional Equipment

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

Vehicle Safety Enhancements

All vehicles purchased under this contract shall be equipped with the latest OEM safety enhancements available at the time of delivery. The contractor shall provide and retrofit all vehicles purchased under this contract with vehicle safety enhancements that become available by the OEM on production models after initial vehicle purchase. Such retrofits, as made available by the OEM, shall be performed at no cost to the State or shall be made at no more than the optional cost on then current production models.

Vehicle Recall Notices

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number.

Vehicle Service Requirements

All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

Servicing shall include:

- A. Complete Lubrication
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Full tank(s) of fuel, less delivery fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

Vehicle Shop Manuals

The successful bidder shall provide order forms for shop manuals to requesting agencies. Each individual agency shall be responsible for all standard costs.

Warranty (Vehicles)



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All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated where indicated on Attachment A (SPO form 204).

State Contract Show Availability

Statewide contractors are eligible to participate in an exhibition of products and services for state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.



Price Sheet

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For the goods and services specified herein, the following apply:

- If payment is made within 30 calendar days after acceptance of goods and/or services, the contract price, excluding sales tax, shall be discounted by 0%. (Refer to Uniform Terms and Conditions, paragraph 4.1)
- Transaction Privilege (Sales) Tax Percent: 8.1%. (See Uniform Instructions to Offerors, paragraphs 3.11)

Line No.	Description	Est Qty
1	<p>Vehicle, Delivery Cost</p> <p>Bidders shall enter the per vehicle delivery costs for each county listed below. This charge is an optional added cost to the contract price.</p> <p>Maricopa County (Outside 60 mile radius of Phoenix) \$75.00</p> <p>Apache \$275.00</p> <p>Cochise \$225.00</p> <p>Coconino \$275.00</p> <p>Gila \$200.00</p> <p>Graham \$175.00</p> <p>Greenlee \$275.00</p> <p>La Paz \$225.00</p> <p>Mohave \$200.00</p> <p>Navajo \$250.00</p> <p>Pima \$150.00</p> <p>Pinal \$100.00</p> <p>Santa Cruz \$200.00</p> <p>Yavapai \$90.00</p> <p>Yuma \$200.00</p>	



Price Sheet

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Chevrolet Impala

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model 1WF19 equipped per Vehicle Requirements: \$(5500.00)

State amount and type of other available incentives or concessions \$ (315.00)

Dealer margin (per Special Instructions) \$ (105.00)

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(5920.00)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$1560/Ded. \$100.00

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1775/Ded. \$100.00

Service Agreement 36 mo. /36,000 mi. \$ N/A

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Chevrolet Impala - 3.4L 6 cyl. 4 Door - 1WF19 \$13518.01

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ea



Questionnaire

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VEHICLE WARRANTIES AND SERVICE AGREEMENTS

Manufacturers Standard New Vehicle Warranty:

Bidders shall indicate below the manufacturer's standard new vehicle warranty:

3 YEARS/36,000 MILES

Extended Warranties (Optional):

Bidders shall indicate the name/type of extended warranty offered:

GMPP VALUE GUARD

Length of Warranty (60 or 72 months and/or 100,000 miles): 60/100,000 – 72/100,000

Extended Warranty Deductible: The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the specified deductible of \$100.00 per eligible repair visit. Covered repairs will never exceed the deductible amount per visit, even if more than one component is repaired.

Bidders shall indicate Manufacturer's Standard New Vehicle Service Agreement (Optional):

N/A

Bidders shall indicate Manufacturer's Extended New Vehicle Service Agreement (Optional):

N/A

Bidders shall indicate if extended warranty is applicable to law enforcement users. YES _____ NO **X**

SPECIAL PAINT REQUIREMENTS (see Special Terms & Conditions)

Special Paint Quantity order requirement	10
Special Paint cost per unit	\$315.00

ORDER STATUS

Manufacturer's Website to check order status: www.gmfleet.com

What is required to gain access to the website? CALL DEALER FOR DETAILS

CUSTOMER SERVICE CONTRACT INFORMATION:

Customer Service Contact Name: Joe Pfeffer

Direct Phone No.: (602) 604-3040 Fax No.: (602) 264-9230

E-mail: jpfeffer@houseofcourtesy.com

End of Contract AD040001-002 Document



Contract Summary

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VENDOR: Bill Luke Chrysler Plymouth Jeep Eagle

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CONTRACT NUMBER: AD040001 - 003

CONTRACT TITLE: Vehicles - Administrative Passenger

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: November 01, 2003 **THRU:** October 31, 2004

CONTRACTOR: Bill Luke Chrysler Plymouth Jeep Eagle

CONTACT NAME : Kim Samuelson

ADDRESS: 2331 W Camelback Road

Phoenix, AZ 85015

TELEPHONE: 602 242-4600

FAX NUMBER: 602 242-4936

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Pete Mahnke

TELEPHONE: 602 542-9121

F.O.B. TERMS: FOB Delivered

DELIVERY: See Special Terms and Conditions under 'Delivery'

PAYMENT TERMS: Net 30 Days



Uniform Terms and Conditions

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1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;



Uniform Terms and Conditions

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- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.



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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes



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5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and



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2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.



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9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration



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The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

The State shall make payment only to the awarded contractor No assignments shall be accepted without prior approval. See Uniform Terms and Conditions, par. 5.3.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the Offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the Offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Term of Contract (One Year)



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The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction form an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Note: All vehicles must be ordered using either the state fleet identification number (FIN) or their own assigned fleet identification numbers.

Order Acknowledgment

An acknowledgment of order shall be issued to each agency or political subdivision by the contractor(s) within 14 days of receipt of an order.

The vendor is responsible for notifying the ordering agency of options that may be deleted from the original specification when upgrades are made to the contract specification.

This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract. (Reference clause "Cancellation").

State Fleet Managers will insure that all vehicle purchases by State Fleets, Universities and Community Colleges are approved prior to the order submittal to the contractor by the ADOA Fleet Coordinator, Mr. Bill Hernandez, 100 North 15th Avenue, Suite 402, Phoenix, AZ 85007. Mr. Hernandez may be reached at (602) 364-2872.

Outright Purchase

The successful contractor(s) shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement.

Title shall transfer to the ordering entity at the time of acceptance, or when the vehicle(s) is accepted at the user's site.

Delivery

A. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire.

B. All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M. Successful bidder(s) shall be required to give the ordering agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

C. All vehicles shall be delivered with 4 full sets of keys and full tank(s) of fuel, less delivery fuel.

D. The following documents shall be provided upon delivery of the vehicle(s):

1. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement;
2. Warranty Document;
3. Manufacturers unaltered invoice;
4. The retail price label must be affixed to the window of all vehicles delivered.
5. Delayed warranty / in service start request form (if requested by ordering entity).

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona



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Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION - A.R.S. ^a 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. ^a 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

State agencies eligible by law to purchase vehicles through any contract awarded from this solicitation (Ref. ARS 41-803):

Department of Administration
Department of Corrections
Department of Public Safety
Department of Transportation
Department of Economic Security
AZ State Schools for the Deaf and the Blind
Department of Game and Fish
AHCCCS
State Compensation Fund
Universities and Community Colleges

Estimated Quantities (General)

The original solicitation referenced quantities as a general indication of the needs of the state. The state anticipates considerable activity from contracts awarded as a result of the solicitation; however, the quantities shown were estimates only and the state makes no commitment concerning quantities actually acquired.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:



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1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Maintenance (Local)



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In order to assure that the contract will provide the necessary maintenance support required for the equipment specified, each contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The State Procurement Office may inspect the maintenance facilities to determine adequacy.

Non-Exclusive Contract

This contract is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Order Guides

Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by any State agency or eligible political subdivision.

Pricing

Contract line items include a listing of proposed contract prices for models included within each item, computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floorplan amounts)

1. for Daimler Chrysler vehicles, the base vehicle price shown in the "Factory Wholesale Price" column on fleet invoices.
2. for Ford vehicles, the total Dealer Invoice price as shown on the net fleet invoice which itemizes credits for "SP DLR ACCT ADJ" and "SP FLT ACCT CR".
3. for General Motors vehicles, the "ACT 231" or "ACT 237" price shown on fleet invoices.
4. For Toyota vehicles, the net price shown on fleet invoices, less the credit for "fleet assistance" (duplicates the bid assistance shown in the Total Bid Amount).

Plus factory to dealer destination charge,

Plus/Minus the Bid Amount which consists of Manufacturer's bid assistance, other available concessions or incentives and dealer margin,

Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed below.

The total of above items shall be the proposed contract price. This price shall be based on the vehicle being ordered from the factory.

The State reserves the right to reconfigure vehicle pricing to correct math errors or by adding or deleting options as outlined under "Vehicle Contracts/Phase I and Phase II" in Special Terms and Conditions, or to delete items or models if inclusion in the contract is determined not to be in the best interest of the State.

The contract price shall be firm for the contract period, subject to the provisions in Phase II of the contract, listed in Special Terms and Conditions.

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) sets of keys and full tank of fuel, less delivery fuel. Bidders are required to indicate the delivery costs for each county outside of the Phoenix area on SPO Form 206, Price Sheet. This will be an added cost to the contract price.

Vehicle Equipment Requirements:

All contract prices shall include the following minimum equipment:

1. All standard factory equipment
2. Automatic transmission
3. Air conditioning
4. Cloth seats – all seats



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If a new model year of a contract vehicle becomes available during the contract period, the contractor may request that the profit amount and bid assistance amounts for the existing contract vehicle be applied to the Triple Net Invoice price of the new model year vehicle in order to determine the new contract price, which shall be firm for the balance of the contract period, subject to the provisions in Phase II of the contract listed in Special Terms and Conditions. The State Procurement Office shall determine whether the inclusion of the new model year into the existing contract or an alternate option is in the best interest of the State.

Vehicle Contracts Phase I and Phase II (including Purchases from Stock)

The State of Arizona will continue to have two phase contracts for vehicles. The intent of the two phase contract is to allow state agencies and political sub-divisions vehicle contract coverage for a full twelve (12) month period.

Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades which may be purchased during the term of the contract shall be priced from the "Invoice" column of the Kelley Blue Book, New Price Manual for current models. The prices used shall be from the current publication of the Kelley Blue Book that includes the vehicle in question. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. All prices which are stated in the Kelley Blue Book New Price Manual shall be considered correct unless otherwise documented in writing to ordering entity for review and approval. If pricing is not available for the Kelley Blue Book for options at the time of order, then dealer invoice shall prevail and shall be submitted to the ordering agency. The dealers invoice shall be unaltered to include original pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency

Vehicle Pricing - Phase II or Purchases from Stock

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

State agencies and political subdivisions have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/powertrain combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Price Adjustments (Annual)

The State Procurement Office may review a fully documented request for a price increase based on annual OEM model year change only at the time of contract extension. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered, i.e. the contractor shall demonstrate that factory bid assistance is no less than, and dealer profit is no greater than those used by the contractor in the original submission of their bid.

All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase (thirty (30) day advance notice is required to allow the State sufficient time to make a fair and equitable determination to any such requests).



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The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Special Paint Requirement

There may be a requirement for special paint for some fleet vehicles, i.e., special highway yellow and special agency fleet colors. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement.

Contractors have indicated on the Questionnaire if there are quantity requirements or an additional cost for special fleet colors. If no information is entered on the Questionnaire, it will be understood that there is no quantity requirement or additional cost.

Special Title Requirement

There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering agency. The state has programs that require equipment purchased from special funds be returned to the state's communities. These purchases will be made for authorized political subdivisions.



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Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each 6-month period of the contract term.

Vehicle Cloth Seats

Dealer installed cloth inserts will be acceptable in place of manufacturer installed cloth seats provided the fabric used is of automotive grade, and installation is performed at a standard equal to or exceeding that performed at a standard equal to or exceeding that performed by the manufacturer. Fabric types and colors used shall coordinate with original OEM standard for the vehicle specified.

Vehicle Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any vehicle.

Vehicle Deficiency Response

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle Documentation

The contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery

Vehicle Extended Warranties

Warranties and service contracts may be offered as optional items where indicated on Price Sheets. These items are optional and justification for these costs is at the discretion of the ordering agency.

The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs will not be charged more than one deductible per visit, even if more than one component is repaired.

1. Characteristics: Major components that shall be covered by the extended warranty contract:

A. Engine - Cylinder block, heads, all internal lubricated parts, manifolds, timing gear and chain or belt, flywheel, valve covers, oil pan, timing chain cover, oil pump, seals and gaskets, water pump, fuel pump, tank, line and radiator.

*Not included are the carburetion and gasoline or diesel fuel injection components.

B. Transmission - Transmission case and all internal parts, including torque converter, transfer case, seals and gaskets.

C. Rear wheel drive - Drive axle housing, including all internal parts, universal joints, axle shafts, wheel bearings and retainers, seals, gaskets, drive shaft, and constant velocity joints.

D. Steering - Power steering pump, cooler and lines. Manual and power steering gear housing (and all internal parts), linkages, control valve and cylinder, main and intermediate steering shafts and couplings.

E. Front suspension - McPherson struts, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindle and spindle supports, stabilizer shaft, linkage and bushings.



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*Not included are front end alignment, wheel balance, and the replacement of shock absorbers.

F. Brakes - Master cylinder, power booster, calipers and wheel cylinders, combination valve, all lines and fittings, backing plates, springs, clips and retainers, self adjusters, parker brake linkage, cables and anti-lock brake components.

*Excludes linings, pads, drums, and rotors (except when required in conjunction with a repair to a covered part).

G. Air conditioning - Compressor and compressor seals, condenser evaporator, clutch, pulley and heater blower.

H. Electrical - Alternator, starter motor, voltage regulator, wiper motors, electronic ignition module, manually operated switches, heated backglass and wiring harnesses.

I. Other - Power windows, components and cruise control.

J. Towing expenses.

2. PLEASE NOTE: The above referenced extended warranty package of 60 or 72 month and/or 100,000 miles may be offered as an "option." Contractors may also offer 36 month and/or 36,000 miles and 48 month and/or 48,000 miles Service Agreements in the areas provided on the Price Sheets.

If extended warranties are offered, contractors have indicated on Questionnaire if such warranties apply to law enforcement users. If there is no indication made, it shall be understood that the extended warranties do apply to law enforcement users.

Vehicle Federal Excise Tax Exemption

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user will report such facts to the vendor.

Vehicle Fluid Requirements

Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements. i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.

Tires

All spare tires and wheels shall be factory supplied, or if dealer installed, match the OEM tires and wheels contained on the vehicle.

Waste tire fee - As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed \$1.00 for each new tire contained on or in the new vehicle regardless of size.

Vehicle/Equipment Inspection

Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Each vehicle delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if delivery is for 10 vehicles or less. When delivery exceeds 10 vehicles per day, there will be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle In-Service Notification



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Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor or manufacturer in writing of the actual in-service date, on forms to be provided for such purpose upon request by agency. All vehicles must be placed in service within six (6) months of delivery.

Vehicle New and Current Models

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public.

Vehicle Optional Equipment

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

Vehicle Safety Enhancements

All vehicles purchased under this contract shall be equipped with the latest OEM safety enhancements available at the time of delivery. The contractor shall provide and retrofit all vehicles purchased under this contract with vehicle safety enhancements that become available by the OEM on production models after initial vehicle purchase. Such retrofits, as made available by the OEM, shall be performed at no cost to the State or shall be made at no more than the optional cost on then current production models.

Vehicle Recall Notices

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number.

Vehicle Service Requirements

All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

Servicing shall include:

- A. Complete Lubrication
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Full tank(s) of fuel, less delivery fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

Vehicle Shop Manuals

The successful bidder shall provide order forms for shop manuals to requesting agencies. Each individual agency shall be responsible for all standard costs.

Warranty (Vehicles)



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All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated where indicated on Attachment A (SPO form 204).

State Contract Show Availability

Statewide contractors are eligible to participate in an exhibition of products and services for state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.



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For the goods and services specified herein, the following apply:

- If payment is made within 30 calendar days after acceptance of goods and/or services, the contract price, excluding sales tax, shall be discounted by 0%. (Refer to Uniform Terms and Conditions, paragraph 4.1)
- Transaction Privilege (Sales) Tax Percent: 8.1%. (See Uniform Instructions to Offerors, paragraphs 3.11)

Line No.	Description	Est Qty
1	<p>Vehicle, Delivery Cost</p> <p>Bidders shall enter the per vehicle delivery costs for each county listed below. This charge is an optional added cost to the contract price.</p> <p>Maricopa County (Outside 60 mile radius of Phoenix) \$50.00</p> <p>Apache \$200.00</p> <p>Cochise \$150.00</p> <p>Coconino \$150.00</p> <p>Gila \$100.00</p> <p>Graham \$200.00</p> <p>Greenlee \$200.00</p> <p>La Paz \$200.00</p> <p>Mohave \$250.00</p> <p>Navajo \$150.00</p> <p>Pima \$100.00</p> <p>Pinal \$60.00</p> <p>Santa Cruz \$150.00</p> <p>Yavapai \$100.00</p> <p>Yuma \$200.00</p>	



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Dodge Neon

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model PLDH41 equipped per Vehicle Requirements: \$(4100)

State amount and type of other available incentives or concessions \$ 0

Dealer margin (per Special Instructions) \$ 0

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(4100)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$895/Ded. \$100

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1195/Ded. \$100

Service Agreement 36 mo. /36,000 mi. \$550

Service Agreement 48 mo. /60,000 mi. \$655

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Dodge Neon - 2.0L 4 cyl. Base 4 Door - PLDH41 \$9938.00

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Dodge Stratus

6 ea

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model JRDM41 equipped per Vehicle Requirements: \$(6500)

State amount and type of other available incentives or concessions \$ 0

Dealer margin (per Special Instructions) \$ (7.00)

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(6507)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$895/Ded. \$100

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1195/Ded. \$100

Service Agreement 36 mo. /36,000 mi. \$550

Service Agreement 48 mo. /60,000 mi. \$655

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Dodge Stratus - 2.4L 4 cyl. SE 4 Door - JRDH41 \$10511.00

Dodge Stratus - 2.7L 6 cyl. SE 4 Door - JRDM41 \$11641.00



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16	<p>Chrysler Sebring</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model JRCH41 equipped per Vehicle Requirements: \$(7150)</p> <p>State amount and type of other available incentives or concessions \$ 0</p> <p>Dealer margin (per Special Instructions) \$200</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(6950)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes.</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$895/Ded. \$100</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1195/Ded. \$100</p> <p>Service Agreement 36 mo. /36,000 mi. \$550</p> <p>Service Agreement 48 mo. /60,000 mi. \$655</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Chrysler Sebring - 2.4L 4 cyl. LX 4 Door - JRCH41/24H \$10373.00</p> <p>Chrysler Sebring - 2.7L 6 cyl. LX 4 Door - JRCH41/28H \$11549.00</p>	2 ea
23	<p>Vehicle - Other Administrative Passenger</p> <p>State Make and Model Chrysler PT Cruiser</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for base model equipped per Vehicle Requirements: \$(3800.00)</p> <p>State amount and type of other available incentives or concessions \$ 0</p> <p>Dealer margin (per Special Instructions) \$ 0</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(3800.00)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes.</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$895/Ded. \$100</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1195/Ded. \$100</p> <p>Service Agreement 36 mo. /36,000 mi. \$550</p> <p>Service Agreement 48 mo. /60,000 mi. \$655</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Make and Model Chrysler PT Cruiser PTCH44 \$13458.00</p>	



Price Sheet

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Questionnaire

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VENDOR: Bill Luke Chrysler Plymouth Jeep Eagle

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VEHICLE WARRANTIES AND SERVICE AGREEMENTS

Manufacturers Standard New Vehicle Warranty:

Bidders shall indicate below the manufacturer's standard new vehicle warranty:

3 YEARS 36,000MILES BUMPER TO BUMPER & 7 YEARS 70,000 MILES POWERTRAIN \$100.00

Extended Warranties (Optional):

Bidders shall indicate the name/type of extended warranty offered:

ADDED CARE

Length of Warranty (60 or 72 months and/or 100,000 miles): 60 MONTHS & 72 MONTHS QUOTED

Extended Warranty Deductible: The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the specified deductible of \$10 per eligible repair visit. Covered repairs will never exceed the deductible amount per visit, even if more than one component is repaired.

Bidders shall indicate Manufacturer's Standard New Vehicle Service Agreement (Optional):

0 DEDUCTIBLE

Bidders shall indicate Manufacturer's Extended New Vehicle Service Agreement (Optional):

100 DEDUCTIBLE

Bidders shall indicate if extended warranty is applicable to law enforcement users. **YES X ADMIN ONLY**

SPECIAL PAINT REQUIREMENTS (see Special Terms & Conditions)

Special Paint Quantity order requirement

N/A

Special Paint cost per unit

\$

ORDER STATUS

Manufacturer's Website to check order status: www.chryslerfleet.com

What is required to gain access to the website? FLEET ID # & LOGIN

CUSTOMER SERVICE CONTRACT INFORMATION:

Customer Service Contact Name: Kim Samuelson

Direct Phone No.: (602) 336-1423 Fax No.: (602) 336-1539

E-mail: jsamuelson@billluke.com

End of Contract AD040001-003 Document



Contract Summary

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CONTRACT NUMBER: AD040001 - 004

CONTRACT TITLE: Vehicles - Administrative Passenger

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: November 01, 2003

THRU: October 31, 2004

CONTRACTOR: Five Star Ford

CONTACT NAME : Richard Lewis

ADDRESS: 7100 E McDowell Rd

Scottsdale, AZ 85257

TELEPHONE: 480 946-3900

FAX NUMBER: 480 941-2556

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Pete Mahnke

TELEPHONE: 602 542-9121

F.O.B. TERMS: FOB Delivered

DELIVERY: See Special Terms and Conditions under 'Delivery'

PAYMENT TERMS: Net 30 Days



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1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 “Contractor” means any person who has a Contract with the State.

1.5 “Days” means calendar days unless otherwise specified.

1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;



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- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 **Contract administration and operation.**

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.



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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes



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5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and



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2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.



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9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration



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The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

The State shall make payment only to the awarded contractor No assignments shall be accepted without prior approval. See Uniform Terms and Conditions, par. 5.3.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the Offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the Offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Term of Contract (One Year)



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The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction form an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Note: All vehicles must be ordered using either the state fleet identification number (FIN) or their own assigned fleet identification numbers.

Order Acknowledgment

An acknowledgment of order shall be issued to each agency or political subdivision by the contractor(s) within 14 days of receipt of an order.

The vendor is responsible for notifying the ordering agency of options that may be deleted from the original specification when upgrades are made to the contract specification.

This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract. (Reference clause "Cancellation").

State Fleet Managers will insure that all vehicle purchases by State Fleets, Universities and Community Colleges are approved prior to the order submittal to the contractor by the ADOA Fleet Coordinator, Mr. Bill Hernandez, 100 North 15th Avenue, Suite 402, Phoenix, AZ 85007. Mr. Hernandez may be reached at (602) 364-2872.

Outright Purchase

The successful contractor(s) shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement.

Title shall transfer to the ordering entity at the time of acceptance, or when the vehicle(s) is accepted at the user's site.

Delivery

A. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire.

B. All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M. Successful bidder(s) shall be required to give the ordering agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

C. All vehicles shall be delivered with 4 full sets of keys and full tank(s) of fuel, less delivery fuel.

D. The following documents shall be provided upon delivery of the vehicle(s):

1. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement;
2. Warranty Document;
3. Manufacturers unaltered invoice;
4. The retail price label must be affixed to the window of all vehicles delivered.
5. Delayed warranty / in service start request form (if requested by ordering entity).

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona



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Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION - A.R.S. ^a 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. ^a 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

State agencies eligible by law to purchase vehicles through any contract awarded from this solicitation (Ref. ARS 41-803):

Department of Administration
Department of Corrections
Department of Public Safety
Department of Transportation
Department of Economic Security
AZ State Schools for the Deaf and the Blind
Department of Game and Fish
AHCCCS
State Compensation Fund
Universities and Community Colleges

Estimated Quantities (General)

The original solicitation referenced quantities as a general indication of the needs of the state. The state anticipates considerable activity from contracts awarded as a result of the solicitation; however, the quantities shown were estimates only and the state makes no commitment concerning quantities actually acquired.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:



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1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Maintenance (Local)



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In order to assure that the contract will provide the necessary maintenance support required for the equipment specified, each contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The State Procurement Office may inspect the maintenance facilities to determine adequacy.

Non-Exclusive Contract

This contract is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Order Guides

Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by any State agency or eligible political subdivision.

Pricing

Contract line items include a listing of proposed contract prices for models included within each item, computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floorplan amounts)

1. for Daimler Chrysler vehicles, the base vehicle price shown in the "Factory Wholesale Price" column on fleet invoices.
2. for Ford vehicles, the total Dealer Invoice price as shown on the net fleet invoice which itemizes credits for "SP DLR ACCT ADJ" and "SP FLT ACCT CR".
3. for General Motors vehicles, the "ACT 231" or "ACT 237" price shown on fleet invoices.
4. For Toyota vehicles, the net price shown on fleet invoices, less the credit for "fleet assistance" (duplicates the bid assistance shown in the Total Bid Amount).

Plus factory to dealer destination charge,

Plus/Minus the Bid Amount which consists of Manufacturer's bid assistance, other available concessions or incentives and dealer margin,

Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed below.

The total of above items shall be the proposed contract price. This price shall be based on the vehicle being ordered from the factory.

The State reserves the right to reconfigure vehicle pricing to correct math errors or by adding or deleting options as outlined under "Vehicle Contracts/Phase I and Phase II" in Special Terms and Conditions, or to delete items or models if inclusion in the contract is determined not to be in the best interest of the State.

The contract price shall be firm for the contract period, subject to the provisions in Phase II of the contract, listed in Special Terms and Conditions.

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) sets of keys and full tank of fuel, less delivery fuel. Bidders are required to indicate the delivery costs for each county outside of the Phoenix area on SPO Form 206, Price Sheet. This will be an added cost to the contract price.

Vehicle Equipment Requirements:

All contract prices shall include the following minimum equipment:

1. All standard factory equipment
2. Automatic transmission
3. Air conditioning
4. Cloth seats – all seats



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If a new model year of a contract vehicle becomes available during the contract period, the contractor may request that the profit amount and bid assistance amounts for the existing contract vehicle be applied to the Triple Net Invoice price of the new model year vehicle in order to determine the new contract price, which shall be firm for the balance of the contract period, subject to the provisions in Phase II of the contract listed in Special Terms and Conditions. The State Procurement Office shall determine whether the inclusion of the new model year into the existing contract or an alternate option is in the best interest of the State.

Vehicle Contracts Phase I and Phase II (including Purchases from Stock)

The State of Arizona will continue to have two phase contracts for vehicles. The intent of the two phase contract is to allow state agencies and political sub-divisions vehicle contract coverage for a full twelve (12) month period.

Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades which may be purchased during the term of the contract shall be priced from the "Invoice" column of the Kelley Blue Book, New Price Manual for current models. The prices used shall be from the current publication of the Kelley Blue Book that includes the vehicle in question. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. All prices which are stated in the Kelley Blue Book New Price Manual shall be considered correct unless otherwise documented in writing to ordering entity for review and approval. If pricing is not available for the Kelley Blue Book for options at the time of order, then dealer invoice shall prevail and shall be submitted to the ordering agency. The dealers invoice shall be unaltered to include original pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency

Vehicle Pricing - Phase II or Purchases from Stock

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

State agencies and political subdivisions have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/powertrain combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Price Adjustments (Annual)

The State Procurement Office may review a fully documented request for a price increase based on annual OEM model year change only at the time of contract extension. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered, i.e. the contractor shall demonstrate that factory bid assistance is no less than, and dealer profit is no greater than those used by the contractor in the original submission of their bid.

All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase (thirty (30) day advance notice is required to allow the State sufficient time to make a fair and equitable determination to any such requests).



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The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Special Paint Requirement

There may be a requirement for special paint for some fleet vehicles, i.e., special highway yellow and special agency fleet colors. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement.

Contractors have indicated on the Questionnaire if there are quantity requirements or an additional cost for special fleet colors. If no information is entered on the Questionnaire, it will be understood that there is no quantity requirement or additional cost.

Special Title Requirement

There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering agency. The state has programs that require equipment purchased from special funds be returned to the state's communities. These purchases will be made for authorized political subdivisions.



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Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each 6-month period of the contract term.

Vehicle Cloth Seats

Dealer installed cloth inserts will be acceptable in place of manufacturer installed cloth seats provided the fabric used is of automotive grade, and installation is performed at a standard equal to or exceeding that performed at a standard equal to or exceeding that performed by the manufacturer. Fabric types and colors used shall coordinate with original OEM standard for the vehicle specified.

Vehicle Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any vehicle.

Vehicle Deficiency Response

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle Documentation

The contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery

Vehicle Extended Warranties

Warranties and service contracts may be offered as optional items where indicated on Price Sheets. These items are optional and justification for these costs is at the discretion of the ordering agency.

The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs will not be charged more than one deductible per visit, even if more than one component is repaired.

1. Characteristics: Major components that shall be covered by the extended warranty contract:

A. Engine - Cylinder block, heads, all internal lubricated parts, manifolds, timing gear and chain or belt, flywheel, valve covers, oil pan, timing chain cover, oil pump, seals and gaskets, water pump, fuel pump, tank, line and radiator.

*Not included are the carburetion and gasoline or diesel fuel injection components.

B. Transmission - Transmission case and all internal parts, including torque converter, transfer case, seals and gaskets.

C. Rear wheel drive - Drive axle housing, including all internal parts, universal joints, axle shafts, wheel bearings and retainers, seals, gaskets, drive shaft, and constant velocity joints.

D. Steering - Power steering pump, cooler and lines. Manual and power steering gear housing (and all internal parts), linkages, control valve and cylinder, main and intermediate steering shafts and couplings.

E. Front suspension - McPherson struts, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindle and spindle supports, stabilizer shaft, linkage and bushings.



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*Not included are front end alignment, wheel balance, and the replacement of shock absorbers.

F. Brakes - Master cylinder, power booster, calipers and wheel cylinders, combination valve, all lines and fittings, backing plates, springs, clips and retainers, self adjusters, parker brake linkage, cables and anti-lock brake components.

*Excludes linings, pads, drums, and rotors (except when required in conjunction with a repair to a covered part).

G. Air conditioning - Compressor and compressor seals, condenser evaporator, clutch, pulley and heater blower.

H. Electrical - Alternator, starter motor, voltage regulator, wiper motors, electronic ignition module, manually operated switches, heated backglass and wiring harnesses.

I. Other - Power windows, components and cruise control.

J. Towing expenses.

2. PLEASE NOTE: The above referenced extended warranty package of 60 or 72 month and/or 100,000 miles may be offered as an "option." Contractors may also offer 36 month and/or 36,000 miles and 48 month and/or 48,000 miles Service Agreements in the areas provided on the Price Sheets.

If extended warranties are offered, contractors have indicated on Questionnaire if such warranties apply to law enforcement users. If there is no indication made, it shall be understood that the extended warranties do apply to law enforcement users.

Vehicle Federal Excise Tax Exemption

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user will report such facts to the vendor.

Vehicle Fluid Requirements

Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements. i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.

Tires

All spare tires and wheels shall be factory supplied, or if dealer installed, match the OEM tires and wheels contained on the vehicle.

Waste tire fee - As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed \$1.00 for each new tire contained on or in the new vehicle regardless of size.

Vehicle/Equipment Inspection

Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Each vehicle delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if delivery is for 10 vehicles or less. When delivery exceeds 10 vehicles per day, there will be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle In-Service Notification



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Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor or manufacturer in writing of the actual in-service date, on forms to be provided for such purpose upon request by agency. All vehicles must be placed in service within six (6) months of delivery.

Vehicle New and Current Models

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public.

Vehicle Optional Equipment

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

Vehicle Safety Enhancements

All vehicles purchased under this contract shall be equipped with the latest OEM safety enhancements available at the time of delivery. The contractor shall provide and retrofit all vehicles purchased under this contract with vehicle safety enhancements that become available by the OEM on production models after initial vehicle purchase. Such retrofits, as made available by the OEM, shall be performed at no cost to the State or shall be made at no more than the optional cost on then current production models.

Vehicle Recall Notices

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number.

Vehicle Service Requirements

All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

Servicing shall include:

- A. Complete Lubrication
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Full tank(s) of fuel, less delivery fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

Vehicle Shop Manuals

The successful bidder shall provide order forms for shop manuals to requesting agencies. Each individual agency shall be responsible for all standard costs.

Warranty (Vehicles)



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All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated where indicated on Attachment A (SPO form 204).

State Contract Show Availability

Statewide contractors are eligible to participate in an exhibition of products and services for state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.



Price Sheet

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For the goods and services specified herein, the following apply:

- If payment is made within 30 calendar days after acceptance of goods and/or services, the contract price, excluding sales tax, shall be discounted by 0 %. (Refer to Uniform Terms and Conditions, paragraph 4.1)
- Transaction Privilege (Sales) Tax Percent: 7.7%. (See Uniform Instructions to Offerors, paragraphs 3.11)

Line No.	Description	Est Qty
1	<p>Vehicle, Delivery Cost</p> <p>Bidders shall enter the per vehicle delivery costs for each county listed below. This charge is an optional added cost to the contract price.</p> <p>Maricopa County (Outside 60 mile radius of Phoenix) \$150.00</p> <p>Apache \$300.00</p> <p>Cochise \$300.00</p> <p>Coconino \$300.00</p> <p>Gila \$300.00</p> <p>Graham \$300.00</p> <p>Greenlee \$300.00</p> <p>La Paz \$300.00</p> <p>Mohave \$400.00</p> <p>Navajo \$400.00</p> <p>Pima \$150.00</p> <p>Pinal \$100.00</p> <p>Santa Cruz \$300.00</p> <p>Yavapai \$200.00</p> <p>Yuma \$400.00</p>	



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Ford Focus

2 ea

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model P33-300A equipped per Vehicle Requirements: \$(4000.00)

State amount and type of other available incentives or concessions \$ 0

Dealer margin (per Special Instructions) \$124.00

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(3876.00)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$1110/Ded. \$50

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1215/Ded. \$50

Service Agreement 36 mo. /36,000 mi. \$1025

Service Agreement 60 mo. /100,000 mi. \$2395

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Ford Focus - 2.0L 4 cyl. LX 4 Door - P33/300A \$9755.43

Ford Focus - 2.0L 4 cyl. SE Wagon - P34/600A \$11782.43



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18	<p>Ford Taurus</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model P52-100A equipped per Vehicle Requirements: \$(5900.00)</p> <p>State amount and type of other available incentives or concessions \$ (428.00)</p> <p>Dealer margin (per Special Instructions) \$132.00</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(6196.00)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? No.</p> <p>P58 Wagon Model is (3700.00) assistance \$(3996) Total</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$1250/Ded. \$50</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1320/Ded. \$50</p> <p>Service Agreement 36 mo. /48,000 mi. \$1025.00</p> <p>Service Agreement 60 mo. /100,000 mi. \$2395.00</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Ford Taurus - 3.0L 6 cyl. LX Sedan - P52/100A \$11598.30</p> <p>Ford Taurus - 3.0L 6 cyl. SE Wagon - P58/500A \$15315.30</p>	30 ea
19	<p>Ford Crown Victoria</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model P73-100A equipped per Vehicle Requirements: \$(2500.00)</p> <p>State amount and type of other available incentives or concessions \$ 0</p> <p>Dealer margin (per Special Instructions) \$111.00</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(2389.00)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$1250/Ded. \$50</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1320/Ded. \$50</p> <p>Service Agreement 36 mo. /36,000 mi./48,000 mi. \$1025</p> <p>Service Agreement 60 mo. /100,000 mi. \$2395</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Ford Crown Victoria - 4.6L 8 cyl. Std. 4 Door - P73/100A \$19141.19</p>	11 ea



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Ford Crown Victoria, with Commercial Heavy Duty Package.

1 ea

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for Model P70/900A equipped per Vehicle Requirements: \$(2500.00)

State amount and type of other available incentives or concessions \$ 0

Dealer margin (per Special Instructions) \$82.00

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice

price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(2418.00)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$1250/Ded. \$50

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1320/Ded. \$50

Service Agreement 36 mo. /48,000 mi. \$1025

Service Agreement 60 mo. /100,000 mi. \$2395

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Ford Crown Vic. Commercial Regular Wheelbase 4.6L 8 cyl. P72/805A \$19296.19

Ford Crown Vic. Commercial Extended Wheelbase - 4.6L 8 cyl. P70/900A \$21093.19

Ford Crown Vic. Comm Ext WB Police Pkg (Not Interceptor)4.6L 8 cyl P70/920A \$21979.19



Attachment

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VEHICLE WARRANTIES AND SERVICE AGREEMENTS

Manufacturers Standard New Vehicle Warranty:

Bidders shall indicate below the manufacturer's standard new vehicle warranty:

3 YEARS/36,000 MILES

Extended Warranties (Optional):

Bidders shall indicate the name/type of extended warranty offered:

FORD ESP: POWERTRAIN, BASE, EXTRA, & PREMIUM CARE

Length of Warranty (60 or 72 months and/or 100,000 miles): 36, 48, 72, 84 MONTHS/48,000, 60,000, 75,000 & 100,000 MILES

Extended Warranty Deductible: The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the specified deductible of \$50.00 per eligible repair visit. Covered repairs will never exceed the deductible amount per visit, even if more than one component is repaired.

Bidders shall indicate Manufacturer's Standard New Vehicle Service Agreement (Optional):

* 3, 4, 5 YEARS/48,000, 60,000, 75,000 AND 100,000 MILES NORMAL

Bidders shall indicate Manufacturer's Extended New Vehicle Service Agreement (Optional):

* 3, 4, 5 YEARS/48,000, 60,000, 75,000, AND 100,000 MILES OPTIONAL

Bidders shall indicate if extended warranty is applicable to law enforcement users. **YES X**

SPECIAL PAINT REQUIREMENTS (see Special Terms & Conditions)

Special Paint Quantity order requirement

5 (N/A TAURUS & FOCUS)

Special Paint cost per unit

\$401.00

ORDER STATUS

Manufacturer's Website to check order status: www.fleet.ford.com

What is required to gain access to the website? APPLY FOR PASSWORD AND USER ID ONLINE OR CALL 1-800-343-5338

CUSTOMER SERVICE CONTRACT INFORMATION:

Customer Service Contact Name: Richard Lewis

Direct Phone No.: (480) 946-3900 ext 240 Fax No.: (480) 423-5688

E-mail: rlewis@fivestarford.com

End of Contract AD040001-004 Document



Contract Summary

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CONTRACT NUMBER: AD040001 - 005

CONTRACT TITLE: Vehicles - Administrative Passenger

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: November 01, 2003

THRU: October 31, 2004

CONTRACTOR: Larry Miller Toyota

CONTACT NAME : Rick Zamora

ADDRESS: 8425 W Bell Rd

Peoria, AZ 85382 0000

TELEPHONE: 623 876-3493

FAX NUMBER: 623 876-3408

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Pete Mahnke

TELEPHONE: 602 542-9121

F.O.B. TERMS: FOB Delivered

DELIVERY: See Special Terms and Conditions under 'Delivery'

PAYMENT TERMS: Net 30 Days



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1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 “Contractor” means any person who has a Contract with the State.

1.5 “Days” means calendar days unless otherwise specified.

1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;



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- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.



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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes



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5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and



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2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.



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9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration



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The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

The State shall make payment only to the awarded contractor No assignments shall be accepted without prior approval. See Uniform Terms and Conditions, par. 5.3.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the Offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the Offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Term of Contract (One Year)



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The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction form an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Note: All vehicles must be ordered using either the state fleet identification number (FIN) or their own assigned fleet identification numbers.

Order Acknowledgment

An acknowledgment of order shall be issued to each agency or political subdivision by the contractor(s) within 14 days of receipt of an order.

The vendor is responsible for notifying the ordering agency of options that may be deleted from the original specification when upgrades are made to the contract specification.

This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract. (Reference clause "Cancellation").

State Fleet Managers will insure that all vehicle purchases by State Fleets, Universities and Community Colleges are approved prior to the order submittal to the contractor by the ADOA Fleet Coordinator, Mr. Bill Hernandez, 100 North 15th Avenue, Suite 402, Phoenix, AZ 85007. Mr. Hernandez may be reached at (602) 364-2872.

Outright Purchase

The successful contractor(s) shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement.

Title shall transfer to the ordering entity at the time of acceptance, or when the vehicle(s) is accepted at the user's site.

Delivery

A. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire.

B. All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M. Successful bidder(s) shall be required to give the ordering agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

C. All vehicles shall be delivered with 4 full sets of keys and full tank(s) of fuel, less delivery fuel.

D. The following documents shall be provided upon delivery of the vehicle(s):

1. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement;
2. Warranty Document;
3. Manufacturers unaltered invoice;
4. The retail price label must be affixed to the window of all vehicles delivered.
5. Delayed warranty / in service start request form (if requested by ordering entity).

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona



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Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION - A.R.S. ^a 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. ^a 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

State agencies eligible by law to purchase vehicles through any contract awarded from this solicitation (Ref. ARS 41-803):

Department of Administration
Department of Corrections
Department of Public Safety
Department of Transportation
Department of Economic Security
AZ State Schools for the Deaf and the Blind
Department of Game and Fish
AHCCCS
State Compensation Fund
Universities and Community Colleges

Estimated Quantities (General)

The original solicitation referenced quantities as a general indication of the needs of the state. The state anticipates considerable activity from contracts awarded as a result of the solicitation; however, the quantities shown were estimates only and the state makes no commitment concerning quantities actually acquired.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:



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1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;
Broad Form Property Damage (including completed operations);
Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;
Employer's Liability (Coverage B): \$500,000.00 each accident;
\$500,000.00 each employee/disease;
\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Maintenance (Local)



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In order to assure that the contract will provide the necessary maintenance support required for the equipment specified, each contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The State Procurement Office may inspect the maintenance facilities to determine adequacy.

Non-Exclusive Contract

This contract is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Order Guides

Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by any State agency or eligible political subdivision.

Pricing

Contract line items include a listing of proposed contract prices for models included within each item, computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floorplan amounts)

1. for Daimler Chrysler vehicles, the base vehicle price shown in the "Factory Wholesale Price" column on fleet invoices.
2. for Ford vehicles, the total Dealer Invoice price as shown on the net fleet invoice which itemizes credits for "SP DLR ACCT ADJ" and "SP FLT ACCT CR".
3. for General Motors vehicles, the "ACT 231" or "ACT 237" price shown on fleet invoices.
4. For Toyota vehicles, the net price shown on fleet invoices, less the credit for "fleet assistance" (duplicates the bid assistance shown in the Total Bid Amount).

Plus factory to dealer destination charge,

Plus/Minus the Bid Amount which consists of Manufacturer's bid assistance, other available concessions or incentives and dealer margin,

Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed below.

The total of above items shall be the proposed contract price. This price shall be based on the vehicle being ordered from the factory.

The State reserves the right to reconfigure vehicle pricing to correct math errors or by adding or deleting options as outlined under "Vehicle Contracts/Phase I and Phase II" in Special Terms and Conditions, or to delete items or models if inclusion in the contract is determined not to be in the best interest of the State.

The contract price shall be firm for the contract period, subject to the provisions in Phase II of the contract, listed in Special Terms and Conditions.

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) sets of keys and full tank of fuel, less delivery fuel. Bidders are required to indicate the delivery costs for each county outside of the Phoenix area on SPO Form 206, Price Sheet. This will be an added cost to the contract price.

Vehicle Equipment Requirements:

All contract prices shall include the following minimum equipment:

1. All standard factory equipment
2. Automatic transmission
3. Air conditioning
4. Cloth seats – all seats



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If a new model year of a contract vehicle becomes available during the contract period, the contractor may request that the profit amount and bid assistance amounts for the existing contract vehicle be applied to the Triple Net Invoice price of the new model year vehicle in order to determine the new contract price, which shall be firm for the balance of the contract period, subject to the provisions in Phase II of the contract listed in Special Terms and Conditions. The State Procurement Office shall determine whether the inclusion of the new model year into the existing contract or an alternate option is in the best interest of the State.

Vehicle Contracts Phase I and Phase II (including Purchases from Stock)

The State of Arizona will continue to have two phase contracts for vehicles. The intent of the two phase contract is to allow state agencies and political sub-divisions vehicle contract coverage for a full twelve (12) month period.

Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades which may be purchased during the term of the contract shall be priced from the "Invoice" column of the Kelley Blue Book, New Price Manual for current models. The prices used shall be from the current publication of the Kelley Blue Book that includes the vehicle in question. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. All prices which are stated in the Kelley Blue Book New Price Manual shall be considered correct unless otherwise documented in writing to ordering entity for review and approval. If pricing is not available for the Kelley Blue Book for options at the time of order, then dealer invoice shall prevail and shall be submitted to the ordering agency. The dealers invoice shall be unaltered to include original pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency

Vehicle Pricing - Phase II or Purchases from Stock

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

State agencies and political subdivisions have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/powertrain combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Price Adjustments (Annual)

The State Procurement Office may review a fully documented request for a price increase based on annual OEM model year change only at the time of contract extension. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered, i.e. the contractor shall demonstrate that factory bid assistance is no less than, and dealer profit is no greater than those used by the contractor in the original submission of their bid.

All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase (thirty (30) day advance notice is required to allow the State sufficient time to make a fair and equitable determination to any such requests).



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The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Special Paint Requirement

There may be a requirement for special paint for some fleet vehicles, i.e., special highway yellow and special agency fleet colors. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement.

Contractors have indicated on the Questionnaire if there are quantity requirements or an additional cost for special fleet colors. If no information is entered on the Questionnaire, it will be understood that there is no quantity requirement or additional cost.

Special Title Requirement

There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering agency. The state has programs that require equipment purchased from special funds be returned to the state's communities. These purchases will be made for authorized political subdivisions.



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Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each 6-month period of the contract term.

Vehicle Cloth Seats

Dealer installed cloth inserts will be acceptable in place of manufacturer installed cloth seats provided the fabric used is of automotive grade, and installation is performed at a standard equal to or exceeding that performed at a standard equal to or exceeding that performed by the manufacturer. Fabric types and colors used shall coordinate with original OEM standard for the vehicle specified.

Vehicle Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any vehicle.

Vehicle Deficiency Response

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle Documentation

The contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery

Vehicle Extended Warranties

Warranties and service contracts may be offered as optional items where indicated on Price Sheets. These items are optional and justification for these costs is at the discretion of the ordering agency.

The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs will not be charged more than one deductible per visit, even if more than one component is repaired.

1. Characteristics: Major components that shall be covered by the extended warranty contract:

A. Engine - Cylinder block, heads, all internal lubricated parts, manifolds, timing gear and chain or belt, flywheel, valve covers, oil pan, timing chain cover, oil pump, seals and gaskets, water pump, fuel pump, tank, line and radiator.

*Not included are the carburetion and gasoline or diesel fuel injection components.

B. Transmission - Transmission case and all internal parts, including torque converter, transfer case, seals and gaskets.

C. Rear wheel drive - Drive axle housing, including all internal parts, universal joints, axle shafts, wheel bearings and retainers, seals, gaskets, drive shaft, and constant velocity joints.

D. Steering - Power steering pump, cooler and lines. Manual and power steering gear housing (and all internal parts), linkages, control valve and cylinder, main and intermediate steering shafts and couplings.

E. Front suspension - McPherson struts, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindle and spindle supports, stabilizer shaft, linkage and bushings.



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*Not included are front end alignment, wheel balance, and the replacement of shock absorbers.

F. Brakes - Master cylinder, power booster, calipers and wheel cylinders, combination valve, all lines and fittings, backing plates, springs, clips and retainers, self adjusters, parker brake linkage, cables and anti-lock brake components.

*Excludes linings, pads, drums, and rotors (except when required in conjunction with a repair to a covered part).

G. Air conditioning - Compressor and compressor seals, condenser evaporator, clutch, pulley and heater blower.

H. Electrical - Alternator, starter motor, voltage regulator, wiper motors, electronic ignition module, manually operated switches, heated backglass and wiring harnesses.

I. Other - Power windows, components and cruise control.

J. Towing expenses.

2. PLEASE NOTE: The above referenced extended warranty package of 60 or 72 month and/or 100,000 miles may be offered as an "option." Contractors may also offer 36 month and/or 36,000 miles and 48 month and/or 48,000 miles Service Agreements in the areas provided on the Price Sheets.

If extended warranties are offered, contractors have indicated on Questionnaire if such warranties apply to law enforcement users. If there is no indication made, it shall be understood that the extended warranties do apply to law enforcement users.

Vehicle Federal Excise Tax Exemption

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user will report such facts to the vendor.

Vehicle Fluid Requirements

Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements. i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.

Tires

All spare tires and wheels shall be factory supplied, or if dealer installed, match the OEM tires and wheels contained on the vehicle.

Waste tire fee - As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed \$1.00 for each new tire contained on or in the new vehicle regardless of size.

Vehicle/Equipment Inspection

Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Each vehicle delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if delivery is for 10 vehicles or less. When delivery exceeds 10 vehicles per day, there will be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

Vehicle In-Service Notification



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Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor or manufacturer in writing of the actual in-service date, on forms to be provided for such purpose upon request by agency. All vehicles must be placed in service within six (6) months of delivery.

Vehicle New and Current Models

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public.

Vehicle Optional Equipment

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

Vehicle Safety Enhancements

All vehicles purchased under this contract shall be equipped with the latest OEM safety enhancements available at the time of delivery. The contractor shall provide and retrofit all vehicles purchased under this contract with vehicle safety enhancements that become available by the OEM on production models after initial vehicle purchase. Such retrofits, as made available by the OEM, shall be performed at no cost to the State or shall be made at no more than the optional cost on then current production models.

Vehicle Recall Notices

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number.

Vehicle Service Requirements

All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

Servicing shall include:

- A. Complete Lubrication
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Full tank(s) of fuel, less delivery fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

Vehicle Shop Manuals

The successful bidder shall provide order forms for shop manuals to requesting agencies. Each individual agency shall be responsible for all standard costs.

Warranty (Vehicles)



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All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated where indicated on Attachment A (SPO form 204).

State Contract Show Availability

Statewide contractors are eligible to participate in an exhibition of products and services for state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.



Price Sheet

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For the goods and services specified herein, the following apply:

- If payment is made within N/A calendar days after acceptance of goods and/or services, the contract price, excluding sales tax, shall be discounted by N/A %. (Refer to Uniform Terms and Conditions, paragraph 4.1)
- Transaction Privilege (Sales) Tax Percent: 7.8%. (See Uniform Instructions to Offerors, paragraphs 3.11)

Line No.	Description	Est Qty
1	<p>Vehicle, Delivery Cost</p> <p>Bidders shall enter the per vehicle delivery costs for each county listed below. This charge is an optional added cost to the contract price.</p> <p>Maricopa County (Outside 60 mile radius of Phoenix) \$60.00</p> <p>Apache \$100.00</p> <p>Cochise \$100.00</p> <p>Coconino \$100.00</p> <p>Gila \$75.00</p> <p>Graham \$100.00</p> <p>Greenlee \$100.00</p> <p>La Paz \$100.00</p> <p>Mohave \$100.00</p> <p>Navajo \$100.00</p> <p>Pima \$75.00</p> <p>Pinal \$75.00</p> <p>Santa Cruz \$100.00</p> <p>Yavapai \$75.00</p> <p>Yuma \$100.00</p>	



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21	<p>Toyota Corolla</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model 1802 equipped per Vehicle Requirements: \$(700.00)</p> <p>State amount and type of other available incentives or concessions \$(200.00)</p> <p>Dealer margin (per Special Instructions) \$500.00</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(200.00)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes.</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$959/Ded. \$100</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1080/Ded. \$100</p> <p>Service Agreement 36 mo. /36,000 mi. \$ N/A</p> <p>Service Agreement 60 mo. /100,000 mi. \$ N/A</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Toyota Corolla - 1.8L 4 cyl. CE 4 Door – 1802 \$13530.00</p>	1 ea
22	<p>Toyota Camry</p> <p>BID PRICE COMPUTATION:</p> <p>Manufacturer's bid assistance amount for Model 2532 equipped per Vehicle Requirements: \$(900.00)</p> <p>State amount and type of other available incentives or concessions \$(200.00)</p> <p>Dealer margin (per Special Instructions) \$600.00</p> <p>Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(500.00)</p> <p>Does above bid assistance amount apply to all models and power teams covered by this item? Yes.</p> <p>Optional Warranty and Service Plans:</p> <p>Warranty, Manufacturer's Extended 60 Mo/100k mi. \$959/Ded. \$100</p> <p>Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1080/Ded. \$100</p> <p>Service Agreement 36 mo. /36,000 mi. \$ N/A</p> <p>Service Agreement 60 mo. /100,000 mi. \$ N/A</p> <p>Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.</p> <p>Toyota Camry - 2.4L 4 cyl. LE 4 Door – 2532 \$17324.00</p>	3 ea



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Vehicle - Other Administrative Passenger

State Make and Model Toyota Matrix

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for base model equipped per Vehicle Requirements: \$(400.00)

State amount and type of other available incentives or concessions \$(200.00)

Dealer margin (per Special Instructions) \$500.00

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(100.00)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$959/Ded. \$100

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1080/Ded. \$100

Service Agreement 36 mo. /36,000 mi. \$ N/A

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Make and Model Toyota Matrix #1902 \$15197.00

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Vehicle - Other Administrative Passenger

State Make and Model Toyota Avalon XL

BID PRICE COMPUTATION:

Manufacturer's bid assistance amount for base model equipped per Vehicle Requirements: \$(2000.00)

State amount and type of other available incentives or concessions \$(200.00)

Dealer margin (per Special Instructions) \$600.00

Total – This Bid Amount shall be the subtraction from, or addition to, the triple net or dealer invoice price to determine contract price. NOTE: this figure shall be used in bid evaluation. \$(1600.00)

Does above bid assistance amount apply to all models and power teams covered by this item? Yes.

Optional Warranty and Service Plans:

Warranty, Manufacturer's Extended 60 Mo/100k mi. \$959/Ded. \$100

Warranty, Manufacturer's Extended 72 Mo/100k mi. \$1080/Ded. \$100

Service Agreement 36 mo. /36,000 mi. \$ N/A

Service Agreement 60 mo. /100,000 mi. \$ N/A

Proposed Contract Prices - Bidders are required to provide a listing of proposed contract prices (based on triple net delivered plus/minus the above Bid Amount) for the following models based on factory orders. The State reserves the right to correct mathematical errors in calculations used to arrive at these prices.

Make and Model Toyota Avalon #3534 \$21309.00



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Questionnaire

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VEHICLE WARRANTIES AND SERVICE AGREEMENTS

Manufacturers Standard New Vehicle Warranty:

Bidders shall indicate below the manufacturer's standard new vehicle warranty:

3 YEARS OR 36,000 MILES BASIC COVERAGE/5 YEARS OR 60,000 MILES POWERTRAIN

Extended Warranties (Optional):

Bidders shall indicate the name/type of extended warranty offered:

LANCAR AGENCY

Length of Warranty (60 or 72 months and/or 100,000 miles): YES

Extended Warranty Deductible: The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the specified deductible of \$100.00 per eligible repair visit. Covered repairs will never exceed the deductible amount per visit, even if more than one component is repaired.

Bidders shall indicate Manufacturer's Standard New Vehicle Service Agreement (Optional):

N/A

Bidders shall indicate Manufacturer's Extended New Vehicle Service Agreement (Optional):

N/A

Bidders shall indicate if extended warranty is applicable to law enforcement users. **YES X**

SPECIAL PAINT REQUIREMENTS (see Special Terms & Conditions)

Special Paint Quantity order requirement

N/A

Special Paint cost per unit

\$ N/A

ORDER STATUS

Manufacturer's Website to check order status: N/A

What is required to gain access to the website? N/A

CUSTOMER SERVICE CONTRACT INFORMATION:

Customer Service Contact Name: Rick Zamora

Direct Phone No.: (623) 876-3493 Fax No.: (623) 876-3494

E-mail: rzamora@lhm.com

End of Contract AD040001-005 Document